

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known): _____

Chapter 11☐ Check if this is an amended filingOfficial Form 201**Voluntary Petition for Non-Individuals Filing for Bankruptcy**

04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Washington Prime Management Associates, LLC

2. All other names debtor used in the last 8 years Spinco Management Associates, LLC

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 46-4797543

4. Debtor's address

<p>Principal place of business</p> <p><u>180 East Broad Street</u></p> <p>Number Street</p> <p><u>Columbus</u> <u>Ohio</u> <u>43215</u></p> <p>City State Zip Code</p> <p><u>Franklin</u></p> <p>County</p>	<p>Mailing address, if different from principal place of business</p> <p>Number Street</p> <p>P.O. Box</p> <p>City State Zip Code</p> <p>Location of principal assets, if different from principal place of business</p> <p>Number Street</p> <p>City State Zip Code</p>
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5. Debtor's website (URL) https://www.washingtonprime.com

6. Type of debtor

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

☐ Partnership (excluding LLP)

☐ Other. Specify: _____

Debtor Washington Prime Management Associates, LLC
Name

Case number (if known) _____

7. Describe debtor's business**A. Check One:**

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

5313 (Activities Related to Real Estate)**8. Under which chapter of the Bankruptcy Code is the debtor filing?****Check One:**

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11. **Check all that apply:**

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1). Its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000 **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12**9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**☒ No☐ Yes.

District _____

When _____

MM/DD/YYYY

Case number _____

If more than 2 cases, attach a separate list.

District _____

When _____

MM/DD/YYYY

Case number _____

Debtor Washington Prime Management Associates, LLC
Name

Case number (if known) _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?☐ No☒ Yes.

Debtor

See Rider 1

Relationship

Affiliate

District

Southern District of Texas

When

06/13/2021

MM/DD/YYYY

List all cases. If more than 1, attach a separate list.

Case number, if known _____

11. Why is the case filed in this district?*Check all that apply:*☐

Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

☒

A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?☒ No☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.**Why does the property need immediate attention? (Check all that apply.)**☐

It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? _____

☐

It needs to be physically secured or protected from the weather.

☐

It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐

Other _____

Where is the property?

Number

Street

City

State

Zip Code

Is the property insured?☐ No☐ Yes.

Insurance agency

Contact name

Phone

Statistical and administrative information**13. Debtor's estimation of available funds***Check one:*☒

Funds will be available for distribution to unsecured creditors.

☐

After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors¹☐

1-49

☐

1,000-5,000

☐

25,001-50,000

☐

50-99

☐

5,001-10,000

☐

50,001-100,000

☐

100-199

☒

10,001-25,000

☐

More than 100,000

☐

200-999

¹ The Debtors' estimated number of creditors noted here are provided on a consolidated basis.

Debtor Washington Prime Management Associates, LLC
Name

Case number (if known) _____

15. Estimated assets	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

16. Estimated liabilities	<input type="checkbox"/>	\$0-\$50,000	<input type="checkbox"/>	\$1,000,001-\$10 million	<input type="checkbox"/>	\$500,000,001-\$1 billion
	<input type="checkbox"/>	\$50,001-\$100,000	<input type="checkbox"/>	\$10,000,001-\$50 million	<input checked="" type="checkbox"/>	\$1,000,000,001-\$10 billion
	<input type="checkbox"/>	\$100,001-\$500,000	<input type="checkbox"/>	\$50,000,001-\$100 million	<input type="checkbox"/>	\$10,000,000,001-\$50 billion
	<input type="checkbox"/>	\$500,001-\$1 million	<input type="checkbox"/>	\$100,000,001-\$500 million	<input type="checkbox"/>	More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 06/13/2021
MM/DD/YYYY

X/s/ Mark E. Yale

Signature of authorized representative of debtor

Mark E. Yale

Printed name

Title Executive Vice President and Chief
Financial Officer

18. Signature of attorney**X**/s/ Matthew D. Cavanaugh

Signature of attorney for debtor

Date

06/13/2021

MM/DD/YYYY

Matthew D. Cavanaugh

Printed name

Jackson Walker LLP

Firm name

1401 McKinney St., Suite 1900

Number

Street

Houston

City

Texas

State

77010

ZIP Code

(713) 752-4200

Contact phone

mcavanaugh@jw.com

Email address

24062656

Bar number

Texas

State

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas

(State)

Case number (if known): _____

Chapter 11☐ Check if this is an amended filing**RIDER 1****List of the Debtor's and its Affiliates' Pending Bankruptcy Cases**

On the date hereof, each of the entities listed below (collectively, the "Debtors") filed a petition in the United States Bankruptcy Court for the Southern District of Texas for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases for procedural purposes under the case number assigned to the chapter 11 case of Washington Prime Group Inc.

Washington Prime Group Inc.	Melbourne Square, LLC
Washington Prime Group, L.P.	MFC Beaver Creek, LLC
Bloomington Court, LLC	Morgantown Mall LLC
Bowie Mall Company, LLC	MSA/PSI Altamonte Limited Partnership
Boynton Beach Mall, LLC	MSA/PSI Ocala Limited Partnership
C.C. Altamonte Joint Venture	Northwoods Ravine, LLC
C.C. Ocala Joint Venture	Northwoods Shopping Center, LLC
C.C. Westland Joint Venture	Orange Park Mall, LLC
Chautauqua Mall, LLC	Paddock Mall, LLC
Chesapeake Center, LLC	Plaza at Buckland Hills, LLC
Chesapeake Theater, LLC	Plaza at Countryside, LLC
Clay Terrace Partners, LLC	Plaza at Northwood, LLC
Coral Springs Joint Venture	Plaza at Tippecanoe, LLC
CT Partners, LLC	Richardson Square, LLC
Dare Center, LLC	Rockaway Town Court, LLC
Dayton Mall III LLC	Rockaway Town Plaza, LLC
Downeast LLC	Rolling Oaks Mall, LLC
Edison Mall, LLC	Royal Eagle Plaza LLC
Empire East, LLC	Royal Eagle Plaza II LLC
Fairfax Court Center LLC	Shops at Northeast Mall, LLC
Fairfield Town Center, LLC	Simon MV, LLC
Fairfield Village, LLC	SM Mesa Mall, LLC
Gaitway Plaza, LLC	Southern Hills Mall LLC
Greenwood Plus Center, LLC	Southern Park Mall, LLC
Jefferson Valley Center LLC	St. Charles Towne Plaza, LLC
Keystone Shoppes, LLC	Sunland Park Mall, LLC
KI-Henderson Square Associates, L.P.	The Outlet Collection LLC
KI-Henderson Square Associates, LLC	Town Center at Aurora II LLC
KI-Whitemak Associates, LLC	University Park Mall CC, LLC
Lakeview Plaza (Orland), LLC	University Town Plaza, LLC

Lima Center, LLC	Village Park Plaza, LLC
Lincoln Crossing, LLC	Villages at MacGregor, LLC
Lindale Mall, LLC	Washington Plaza, LLC
Mall at Cottonwood II LLC	Washington Prime Management Associates, LLC
Mall at Great Lakes, LLC	Washington Prime Property Limited Partnership
Mall at Irving, LLC	West Town Corners, LLC
Mall at Jefferson Valley, LLC	Westshore Plaza II LLC
Mall at Lake Plaza, LLC	Whitemak Associates
Mall at Lima, LLC	WPG Management Associates, Inc.
Mall at Longview, LLC	WPG Northtown Venture LLC
Maplewood Mall, LLC	WPG Rockaway Commons, LLC
Markland Fee Owner LLC	WPG Westshore, LLC
Markland Mall, LLC	WPG Wolf Ranch, LLC
Markland Plaza, LLC	WTM Stockton, LLC
Martinsville Plaza, LLC	

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

Fill in this information to identify the case:

Debtor name: Washington Prime Group Inc. et al

United States Bankruptcy Court for the: Southern District of Texas Houston Division

Case number (If known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured Claim
1	U.S. Bank National Association c/o U.S. Bank Global Corporate Trust West Side Flats 60 Livingston Avenue St. Paul, MN 55107 EP-MN-WS3T United States	Ryan Awes Trust Officer EMAIL - ryan.awes@usbank.com PHONE - (651) 466-6094 FAX - (651) 312-2599	2024 Senior Notes Payable				\$ 720,400,000
2	Bank of America, N.A. Mail Code: NC1-026-06-04 900 W Trade Street Charlotte, NC 28255-0001 United States Bank of America, N.A. Mail Code: CA5-705-04-09 555 California Street San Francisco, CA 94104 United States	David Tischler Liliana Claar EMAIL - david.tischler@bofa.com; liliana.claar@bofa.com PHONE - (704) 625-4512; (415) 503-5003 FAX -	Unsecured Portion of Amended and Restated Revolving Credit Agreement				\$ 161,750,000
3	Bank of America, N.A. Mail Code: NC1-026-06-04 900 W Trade Street Charlotte, NC 28255-0001 United States Bank of America, N.A. Mail Code: CA5-705-04-09 555 California Street San Francisco, CA 94104 United States	David Tischler Liliana Claar EMAIL - david.tischler@bofa.com; liliana.claar@bofa.com PHONE - (704) 625-4512; (415) 503-5003 FAX -	Unsecured Portion of Term Loan due December 2022				\$ 87,500,000
4	GLAS USA LLC 3 Second Street Suite 206 Jersey City, NJ 07311 United States	Lisha John EMAIL - lisha.john@glas.agency.com PHONE - (201) 839-2181 FAX -	Unsecured Portion of Term Loan due January 2023				\$ 85,000,000
5	W.E. O'Neil Construction Company 1245 W. Washington Chicago, IL 60607 United States	John Russell President EMAIL - jrussell59@gmail.com PHONE - (773) 686-4841 FAX - (773) 584-0866	Trade Payable				\$ 631,199
6	Corna Kokosing Construction Company 6235 Westerville Road Westerville, OH 43081 United States	Lori Gillett Chief Executive Officer EMAIL - lgillett@bbfinc.com PHONE - (614) 653-1367 FAX -	Trade Payable				\$ 432,396
7	Nationwide Janitorial Services 4600 Duke Street Suite 430 Alexandria, VA 22304 United States	Janette Pai Kim President and Chief Executive Officer EMAIL - janette.njsi@gmail.com PHONE - (301) 251-8980 FAX - (703) 370-1100	Trade Payable				\$ 320,062
8	VCC LLC 1 Information Way Ste 300 Little Rock, AR 72202 United States	Sam Alley Chairman and Chief Executive Officer EMAIL - salley@vccusa.com PHONE - (501) 376-0017 FAX -	Trade Payable				\$ 319,034
9	Construction 1 Inc. 101 E. Town Street Suite 401 Columbus, OH 43215 United States	William Moberger Owner EMAIL - swmhoss@aol.com PHONE - (614) 235-0057 FAX - (614) 237-6769	Trade Payable				\$ 315,702

Debtor: Washington Prime Group Inc. et al.

Case number (if known)_____

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured Claim
10	Allied Universal Security 161 Washington Street Suite 600 Conshohocken, PA 19428 United States	Steve Jones Chief Executive Officer EMAIL - steve.jones@aus.com PHONE - (484) 351-1300 FAX -	Trade Payable				\$294,087
11	Interstate Cleaning Corporation 1566 North Warson Rd St Louis, MO 63132 United States	John Brauch President EMAIL - jbrauch@safecleaning.net PHONE - (314) 963-1447 FAX -	Trade Payable				\$280,563
12	EDC 1660 Huguenot Rd Midlothian, VA 23113 United States	Chris Johnson President EMAIL - cjohnson@edcweb.com PHONE - (804) 897-1977 FAX - (804) 897-0901	Trade Payable				\$276,580
13	Bergman KPRS LLC 2850 Saturn Street Ste 100 Brea, CA 92821 United States	Joel Stensby Partner EMAIL - jstensby@att.com PHONE - (714) 672-0800 FAX -	Trade Payable				\$233,116
14	Law Company Inc. 345 Riverview Wichita, KS 67203 United States	Rich Kerschen President EMAIL - kerschen@law-co.com PHONE - (316) 268-0230 FAX - (316) 268-0226	Trade Payable				\$232,651
15	Parking Lot Services LLC 42 Maple Terrace PO Box 220 Hibernia, NJ 07842 United States	Andrew Muller Owner EMAIL - cortney@parkinglotservices.net PHONE - (973) 586-1111 FAX - (973) 586-1112	Trade Payable				\$228,365
16	The Finish Line Inc. 3308 N Mitthoeffer Road Indianapolis, IN 46235-2332 United States	Chad Edmundson Senior Vice President EMAIL - cedmundson@finishline.com PHONE - (317) 899-1022 FAX -	Trade Payable				\$212,905
17	Thermodynamics Corp. 8 John Walsh Boulevard Suite 401 Peekskill, NY 10566 United States	Ryan McCormick President EMAIL - ryanm@thermodynamicscorp.com PHONE - (914) 930-8430 FAX -	Trade Payable				\$208,839
18	Annapolis Painting Service 2561 Housley Road Annapolis, MD 21401 United States	Rob Bontempo Owner EMAIL - rbontempo@annapolispainting.com PHONE - (410) 224-9722 FAX -	Trade Payable				\$206,494
19	MRI Software LLC 28925 Fountain Pkwy Solon, OH 44139 United States	Patrick Ghilani Chief Executive Officer EMAIL - patrick.ghilani@mrisoftware.com PHONE - (215) 889-0662 FAX -	Trade Payable				\$196,867
20	Gilliatte General Contractors, Inc. 2515 Bloyd Avenue Indianapolis, IN 46218 United States	Tom Ritman President EMAIL - dalexander@gilliatte.com PHONE - (317) 638-3355 FAX - (317) 634-5997	Trade Payable				\$196,850
21	Fulcrum Construction LLC 1945 The Exchange Suite 400 Atlanta, GA 30339 United States	Mike Arasin Founder and President EMAIL - marasin@fulcrumconstruction.com PHONE - (770) 971-6080 FAX - (770) 612-8115	Trade Payable				\$185,826
22	Skylight Solutions LLC 321 N. Kentucky Avenue Suite 8 Lakeland, FL 33801 United States	Craig DeSha Chief Executive Officer EMAIL - craig@skylightsolutions.net PHONE - (863) 688-6595 FAX -	Trade Payable				\$108,000
23	Collins Building Services, Inc. 24-01 44th Road 15th Floor Long Island City, NY 11101 United States	Boris Gonzalez Director of Operations Planning and Analytics EMAIL - PHONE - (212) 896-5146 FAX - (212) 896-5120	Trade Payable				\$100,307
24	Arrow Stripe Co. 20085 Fairway Court Woodbridge, CA 95258 United States	Jason Reich President EMAIL - arrowstripe@sbcglobal.net PHONE - (209) 662-0090 FAX -	Trade Payable				\$99,950
25	Aid Electric Corporation 1622 93rd Lane NE Blaine, MN 55449 United States	Jesse Skluzacek Vice President EMAIL - jesse@aidelectriccorp.com PHONE - (763) 571-7267 FAX -	Trade Payable				\$90,764

Debtor: Washington Prime Group Inc. et al.

Case number (if known)_____

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim if the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured Claim
26	Nelco Architecture Inc. 2 Burlington Woods Dr Fl. 3 Burlington, MA 01803 United States	Rick LeBlanc President and Chief Executive Officer EMAIL - rleblanc@nelcoworldwide.com PHONE - (215) 825-7944 FAX - (781) 932-8647	Trade Payable				\$ 89,364
27	Emma Inc. Dept CH 19190 Palatine, IL 60055-9190 United States	Danielle Westerhoff EMAIL - dwesterhoff@campaignmonitor.com PHONE - (888) 493-2525 FAX -	Trade Payable				\$ 85,092
28	S&P Global Ratings 55 Water Street New York City, NY 10041 United States	Douglas L. Peterson Chief Executive Officer EMAIL - douglas.l.peterson@gmail.com PHONE - (212) 438-1000 FAX -	Trade Payable				\$ 82,000
29	Moody's Investors Service 250 Greenwich Street 7 World Trade Center New York City, NY 10007 United States	Rob Fauber Chief Executive Officer EMAIL - robert.fauber@moodys.com PHONE - (212) 553-3895 FAX - (212) 553-4700	Trade Payable				\$ 80,000
30	Brown Electric Inc. 70 Industrial Park Drive Waldorf, MD 20602 United States	Erik Brown EMAIL - PHONE - (301) 899-3220 FAX - (301) 899-1701	Trade Payable				\$ 76,471

Note: Unsecured amounts contain projected estimates of pre-petition liability as of the Petition Date and are subject to change as accrued liabilities are invoiced.

Fill in this information to identify the case and this filing:	
Debtor Name	Washington Prime Management Associates, LLC
United States Bankruptcy Court for the:	Southern District of Texas (State)
Case number (If known):	

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ Amended Schedule
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ Other documents that require a declaration **List of Equity Security Holders and Corporate Ownership Statement**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

06/13/2021
MM/DD/YYYY

☒ **/s/ Mark E. Yale**

Signature of individual signing on behalf of debtor

Mark E. Yale

Printed name

Executive Vice President and Chief Financial Officer

Position or relationship to debtor

**RESOLUTION OF THE BOARD OF DIRECTORS
OF WASHINGTON PRIME GROUP INC.**

June 13, 2021

The undersigned, being all of the members of the Board of Directors (the “Board”) of Washington Prime Group Inc., an Indiana corporation (the “Corporation” or “WPG”), including all of the independent members of the Board, acting by written consent in lieu of a meeting, pursuant to the Amended and Restated Bylaws of the Corporation and Section 23-1-34-2, as amended, of the Indiana Business Corporation Law, do hereby adopt the following resolutions:

Restructuring Support Agreement

WHEREAS, the Corporation is party to that certain restructuring support agreement (the “RSA”) dated as of June 11, 2021, by and among the Corporation and its affiliates listed on **Exhibit A** hereto (collectively, the “Company Parties”), the Consenting 2018 Credit Facility Lenders, the Consenting 2015 Credit Facility Lenders, the Consenting Weberstown Lenders, and the Consenting Unsecured Noteholders (each, as defined in the RSA), including, without limitation, those transactions set forth on the term sheet attached thereto, which RSA documents the support of those consenting parties for a comprehensive restructuring of the Corporation’s capital structure on the terms set forth therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the resolutions below.

RESOLVED, that, in the judgment of the Board, it is desirable and in the best interests of the Corporation (including a consideration of its creditors and other parties in interest) to have entered into the RSA, and that the Company Parties’ performance of obligations under the RSA and all exhibits, schedules, attachments, and ancillary documents or agreements related thereto, hereby is, in all respects approved and ratified with the same force and effect as if each such act, transaction, agreement, or certificate has been specifically authorized in advance by the Board.

Chapter 11 Filing

WHEREAS, the Board has considered presentations by the management and the financial and legal advisors of the Corporation regarding the liabilities and liquidity situation of the Corporation, the strategic alternatives available to it, and the effect of the foregoing on the Corporation’s business.

WHEREAS, the Board has had the opportunity to consult with the management and the financial and legal advisors of the Corporation and to fully consider each of the strategic alternatives available to the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the resolutions below.

RESOLVED FURTHER, that, in the judgment of the Board, it is desirable and in the best interests of the Corporation (including a consideration of its creditors and other parties in interest) that the Corporation and each of the Company Parties hereto shall be, and hereby is, authorized to file, or cause to be filed, a voluntary petition for relief (the “Chapter 11 Cases”) under the provisions of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”)

and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States.

RESOLVED FURTHER, that the Corporation's Chief Executive Officer, Chief Financial Officer, and any Executive Vice President or Senior Vice President (the "Authorized Officers"), and each of them, be and hereby are, authorized and directed to execute and file on behalf of the Corporation all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all action that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Corporation's business, in the name and on behalf of the Corporation and its subsidiaries.

Retention of Professionals

RESOLVED FURTHER, that each of the Authorized Officers be, and they hereby are, authorized and directed to employ the law firm of Kirkland & Ellis LLP and Kirkland & Ellis International LLP (together, "Kirkland") as general bankruptcy counsel to represent and assist the Corporation in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Corporation's rights and obligations, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Kirkland.

RESOLVED FURTHER, that each of the Authorized Officers be, and they hereby are, authorized and directed to employ the law firm of Jackson Walker L.L.P. ("Jackson Walker") as local bankruptcy counsel to represent and assist the Corporation in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Corporation's rights and obligations, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Jackson Walker.

RESOLVED FURTHER, that each of the Authorized Officers be, and they hereby are, authorized and directed to employ the firm Guggenheim Securities, LLC ("Guggenheim Securities"), as investment banker to represent and assist the Corporation in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Corporation's rights and obligations; and in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Guggenheim Securities.

RESOLVED FURTHER, that each of the Authorized Officers be, and they hereby are, authorized and directed to employ the firm Alvarez and Marsal L.L.C. ("A&M"), as financial advisor to represent and assist the Corporation in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Corporation's rights and obligations; and in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of A&M.

RESOLVED FURTHER, that each of the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Ernst & Young LLP ("Ernst & Young") as audit services provider to represent and assist the Corporation in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Corporation's rights and obligations; and in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Ernst & Young.

RESOLVED FURTHER, that each of the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Deloitte Tax LLP ("Deloitte") as tax services provider to represent and assist the Corporation in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Corporation's rights and obligations; and in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized and directed to execute an appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Deloitte.

RESOLVED FURTHER, that each of the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Prime Clerk LLC ("Prime Clerk") as notice and claims agent to represent and assist the Corporation in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Corporation's rights and obligations; and in connection therewith, each of the Authorized Officers, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain the services of Prime Clerk.

RESOLVED FURTHER, that each of the Authorized Officers be, and they hereby are, authorized and directed to employ any other professionals to assist the Corporation in carrying out its duties under the Bankruptcy Code; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers and fees, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary.

RESOLVED FURTHER, that each of the Authorized Officers be, and they hereby are, with power of delegation, authorized, empowered, and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors, and other professionals and to take and perform any and all further acts and deeds that each of the Authorized Officers deem necessary, proper, or desirable in connection with the Chapter 11 Cases, with a view to the successful prosecution of such case.

Prepetition and DIP Collateral and Debtor-in-Possession Financing

WHEREAS, the Corporation will obtain benefits from the use of collateral which is security for certain prepetition secured lenders (collectively, the "Secured Lenders") party to:

- (a) that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of January 22, 2018 (as amended by that certain Amendment No. 1 to Amended and Restated Revolving Credit and Term Loan Agreement, dated as of August 13, 2020, and as further amended, restated, amended and restated, supplemented, or otherwise modified prior to the date hereof, the "2018 Credit

Agreement”), by and among WPG LP, the direct and indirect subsidiaries of the Corporation identified on **Exhibit B** hereto as guarantors (the “Guarantors”), the lenders party from time to time thereto, and Bank of America, N.A, as agent (and any successor agent);

- (b) that certain Term Loan Credit Agreement, dated as of December 10, 2015 (as amended by that certain Amendment No. 1 to Term Loan Agreement, dated as of January 22, 2018, as amended by that certain Amendment No. 2 to Term Loan Credit Agreement, dated as of August 13, 2020, and as further amended, restated, amended and restated, supplemented, or otherwise modified prior to the date hereof, the “2015 Credit Agreement”), by and among WPG LP, the Guarantors, the lenders party from time to time party thereto, and GLAS USA LLC and Americas LLC (collectively, “GLAS”), as agent; and
- (c) that certain Senior Secured Term Loan Agreement, dated as of June 8, 2016 (as amended by that certain First Amendment and waiver to Senior Secured Term Loan Agreement, dated as of December 23, 2016, as amended by that certain Second Amendment and Waiver to Senior Secured Term Loan Agreement, dated as of April 10, 2018, as amended by that certain Third Amendment to Senior Secured Term Loan Agreement, dated as of August 13, 2020, and as further amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Weberstown Term Loan Facility Agreement”), by and among WPG LP, WTM Stockton, LLC, the lenders party from time to time thereto, and GLAS, as agent.

WHEREAS, after a marketing process and negotiations with its stakeholders, the Corporation has negotiated with the lenders from time to time party thereto to provide a superpriority debtor-in-possession delayed draw term loan facility in an amount up to \$100 million to the Companies (the “DIP Facility”), which would be used to fund the Corporation’s operations in the ordinary course, fund the administration of the Chapter 11 Cases (as defined herein), and pay the claims of certain vendors, employees, tenants, and other stakeholders in the ordinary course of business during the Chapter 11 Cases.

WHEREAS, the Board has reviewed and considered presentations by the management and the financial and legal advisors of the Corporation regarding the DIP Facility.

WHEREAS, the members of the Board have been advised of the material terms of that certain Superpriority Debtor-in-Possession Delayed Draw Term Loan Credit Agreement, dated as of, or about, the date hereof, by and among Washington Prime Group L.P. (“WPG LP”), as borrower, (the “Borrower”) and all other direct and indirect subsidiaries of the Borrower that are debtors and debtors in possession, as guarantors, the lenders party thereto from time to time (collectively, the “DIP Lenders”), and GLAS USA LLC, as administrative agent and GLAS AMERICAS LLC, as collateral agent (and, together with GLAS USA LLC, as administrative agent, the “DIP Agent”) (with such changes, additions, deletions, amendments, or other modifications thereto as each Authorized Officer (as defined below) may in their sole and absolute discretion approve (together with all exhibits, schedules, and annexes thereto, the “DIP Credit Agreement”)).

WHEREAS, the obligation of the DIP Lenders to make the extensions of credit to the Borrower is subject to, among other things, the Corporation entering into the DIP Credit Agreement or satisfying certain conditions in the DIP Credit Agreement, as applicable.

WHEREAS, the Corporation will obtain benefits from the DIP Credit Agreement and it is advisable and in the best interests of the Corporation to enter into the DIP Credit Agreement and each other Loan Document (as defined in the DIP Credit Agreement) and to perform their obligations thereunder, including granting liens, guarantees, and equity pledges.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the resolutions below.

RESOLVED FURTHER, that the form, terms, and provisions of the DIP Credit Agreement, and the transactions contemplated by the DIP Credit Agreement (including, without limitation, the borrowings thereunder), the transactions contemplated therein, and the guaranties, liabilities, obligations, and guarantees, liens, and equity pledges granted, if any, in connection therewith, be, and hereby are, authorized, adopted and approved.

RESOLVED FURTHER, that, in the judgment of the Board, it is desirable and in the best interests of the Corporation (including a consideration of its creditors and other parties in interest) to finalize, execute, and deliver the DIP Credit Agreement and each other Loan Document, subject to appropriate modifications and final negotiations, and the Corporation's performance of its obligations thereunder, including granting liens, guarantees, and equity pledges.

RESOLVED FURTHER, that the Corporation's execution and delivery of, and its performance of its obligations (including guarantees) in connection with the DIP Credit Agreement, are hereby, in all respects, authorized and approved; and further resolved, that each of the Authorized Officers, acting alone or with one or more Authorized Officers, is hereby authorized, empowered, and directed to negotiate the terms of and to execute, deliver, and perform under the DIP Credit Agreement and any and all other documents, certificates, instruments, agreements, intercreditor agreements, any such changes therein, additions, deletions, amendments, or other modifications thereto required to consummate the transactions contemplated by the DIP Credit Agreement in the name and on behalf of the Corporation, in the form approved, with such changes therein and modifications and amendments thereto as any of the Authorized Officers may in their sole and absolute discretion approve, which approval shall be conclusively evidenced by his or her execution thereof. Such execution by any of the Authorized Officers is hereby authorized to be by facsimile, engraved or printed as deemed necessary and preferable.

RESOLVED FURTHER, that each of the Authorized Officers, acting alone or with one or more Authorized Officers, be, and hereby is, authorized and directed to seek authorization to enter into the DIP Credit Agreement and to seek approval of the use of collateral pursuant to a postpetition financing order in interim and final form with such changes therein, additions, deletions, amendments, or other modifications thereto as any Authorized Officer may in their sole and absolute discretion approve (collectively, the "DIP Financing Orders"), and any Authorized Officer be, and hereby is, authorized, empowered, and directed to negotiate, execute, and deliver any and all agreements, instruments, or documents, by or on behalf of each Company, necessary to implement the postpetition financing, including providing for adequate protection to the Secured Lenders in accordance with section 363 of the Bankruptcy Code, as well as any additional or further agreements for entry into the DIP Credit Agreement and the use of collateral in connection with the Chapter 11 Cases, which agreements may require the Prepetition Grantors (as defined in the DIP Financing Orders) to grant adequate protection and liens to the Secured Lenders and each other agreement, instrument, or document to be executed and delivered in connection therewith, by or on behalf of each Prepetition Grantor pursuant thereto or in connection therewith, all with such changes therein

and additions thereto as any Authorized Officer approves, such approval to be conclusively evidenced by the taking of such action or by the execution and delivery thereof.

RESOLVED FURTHER, that (i) the form, terms, and provisions of the DIP Credit Agreement and all other Loan Documents to which the Corporation is party thereto, (ii) the grant as collateral under the Loan Documents of (a) liens on the Principal DIP Grantors' (as defined in the DIP Financing Orders) Principal DIP Collateral Properties set forth on Schedule A to the DIP Financing Orders and (b) pledges of the Principal DIP Pledged Equity (as defined in the DIP Financing Orders) as listed on Schedule B to the DIP Financing Orders, (iii) the guaranty of obligations by the DIP Guarantors (as defined in the DIP Financing Orders) under the Loan Documents, from which the Corporation will derive value, be and hereby are, authorized, adopted, and approved, and (iv) any Authorized Officer or other officer of the Corporation is hereby authorized, empowered, and directed, in the name of and on behalf of the Corporation, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, each of the transactions contemplated by the DIP Credit Agreement, substantially in the form provided to the Board, the Loan Documents and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which the Corporation is or will be a party or any order entered into in connection with the Chapter 11 Cases (collectively with the DIP Credit Agreement, the "Financing Documents"), incur and pay or cause to be paid all related fees and expenses, with such changes, additions and modifications thereto as an Authorized Officer executing the same shall approve.

RESOLVED FURTHER, that the Corporation, as debtor and debtor-in-possession under the Bankruptcy Code be, and hereby is, authorized and directed to incur any and all obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the Financing Documents (collectively, the "Financing Transactions"), including granting liens, guarantees, and providing equity pledges to secure such obligations.

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby are, authorized and directed to take such actions as in its discretion is determined to be necessary, desirable, or appropriate to execute, deliver, and file: (i) the Financing Documents and such agreements, certificates, instruments, guaranties, notices, and any and all other documents, including, without limitation, any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of any Financing Documents, necessary, desirable, or appropriate to facilitate the Financing Transactions; (ii) all petitions, schedules, lists, and other motions, papers, or documents, which shall in its sole judgment be necessary, proper, or advisable, which determination shall be conclusively evidenced by his/her or their execution thereof; (iii) such other instruments, certificates, notices, assignments, and documents as may be reasonably requested by the DIP Agent and other parties in interest; and (iv) such forms of officer's certificates and compliance certificates as may be required by the Financing Documents.

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized and directed to file or to authorize the DIP Agent to file any real estate filings and recordings, and any necessary assignments for security or other documents in the name of the Corporation, in each case pursuant to the DIP Financing Orders.

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized and directed to take all such further actions, including, without limitation, to pay or approve the payment of all fees and expenses payable in connection with the Financing Transactions and all fees

and expenses incurred by or on behalf of each Company in connection with the foregoing resolutions, in accordance with the terms of the Financing Documents, which shall in their reasonable business judgment be necessary, proper, or advisable to perform the Corporation's obligations under or in connection with the Financing Documents or any of the Financing Transactions and to fully carry out the intent of the foregoing resolutions.

RESOLVED FURTHER, that each of the Authorized Officers be, and hereby is, authorized and directed to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the postpetition financing or any of the Financing Documents or to do such other things which shall in their sole judgment be necessary, desirable, proper, or advisable to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his/her or their execution thereof.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the resolutions below.

Backstop Commitment Agreement

WHEREAS, the Corporation has negotiated and entered into a backstop commitment agreement, dated on or about the date hereof, in the form or substantially in the form submitted to the Board (the "Backstop Commitment Agreement"), which authorizes the Corporation to issue new common stock pursuant to the terms set forth therein.

WHEREAS, the Corporation will obtain benefits from the Backstop Commitment Agreement and it is advisable and in the best interests of the Corporation to enter into the Backstop Commitment Agreement and to perform its obligations thereunder.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the resolutions below.

RESOLVED FURTHER, that the form, terms, and provisions of the Backstop Commitment Agreement, and the transactions contemplated by the Backstop Commitment Agreement (including, without limitation, the issuance of stock thereunder), and all other exhibits, schedules, attachments, and ancillary documents or agreements related thereto, if any, in connection therewith, be, and hereby are, authorized, adopted and approved.

RESOLVED FURTHER, that, in the judgment of the Board, it is desirable and in the best interests of the Corporation (including a consideration of its creditors and other parties in interest) to finalize, execute, and deliver the Backstop Commitment Agreement and all other exhibits, schedules, attachments, and ancillary documents or agreements, subject to appropriate modifications and final negotiations, and the Corporation's performance of its obligations thereunder.

General

RESOLVED FURTHER, that, in addition to the specific authorizations heretofore conferred upon the Authorized Signatories, each of the Authorized Officers be, and hereby is, authorized and directed to do and perform all such other acts, deeds and things and to make, negotiate, execute, deliver and file, or cause to be made, negotiated, executed, delivered and filed, all such agreements, undertakings, documents, plans, instruments, certificates, registrations, notices or statements as such Authorized Officer may deem necessary or advisable to effectuate or carry out fully the purpose of

the foregoing resolutions, and that any and all actions taken heretofore and hereafter to accomplish such purposes, all or singular, be, and they hereby are, approved, ratified and confirmed.

RESOLVED FURTHER, that the Board has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents the Corporation, or hereby waive any right to have received such notice.

RESOLVED FURTHER, that this written consent may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument, and that this written consent may be delivered via facsimile or electronic transmission with the same force and effect as if it had been delivered manually.

RESOLVED FURTHER, that any acts of the Authorized Officers, which acts would have been authorized pursuant to the foregoing resolutions except that such acts were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved as authorized acts by executive officers on behalf of the Corporation.

RESOLVED FURTHER, that any Authorized Officer may take any action or execute any document as such Authorized Officer may deem to be necessary or advisable, the taking of such action or the execution of such document by any such Authorized Officer shall be conclusive evidence that such Authorized Officer deems such action or the execution and delivery of such document to be necessary or advisable and to be conclusive evidence that the same is within the authority conferred by this resolution and the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned have executed this written consent as of the date first set forth above.

DocuSigned by:

Robert J. Laikin

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Robert J. Laikin, Board Chairman

DocuSigned by:

J. Taggart Birge

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J. Taggart Birge

DocuSigned by:

Sheryl G. von Blucher

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Sheryl G. von Blucher

John F. Levy

DocuSigned by:

John J. Dillon

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John J. Dillon

DocuSigned by:

Louis Conforti

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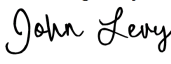
Louis G. Conforti

IN WITNESS WHEREOF, the undersigned have executed this written consent as of the date first set forth above.

Robert J. Laikin, Board Chairman

J. Taggart Birge

Sheryl G. von Blucher

DocuSigned by:


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John F. Levy

John J. Dillon

Louis G. Conforti

IN WITNESS WHEREOF, the undersigned represents that the Board has authorized the undersigned to execute this written consent on behalf of the Corporation as of the date above first written.

Washington Prime Group, L.P.

By: Washington Prime Group Inc., an Indiana corporation, as sole general partner

By: 

Mark E. Yale
Executive Vice President and Chief
Financial Officer


IN WITNESS WHEREOF, the undersigned represents that the Board has authorized the undersigned to execute this written consent on behalf of the Corporation as of the date above first written.

Bowie Mall Company, LLC
Jefferson Valley Center, LLC

By: Washington Prime Group Inc., an Indiana
corporation, a member

AND

By: Washington Prime Group, L.P., an Indiana
limited partnership member

By: 

Mark E. Yale
Executive Vice President and Chief
Financial Officer


IN WITNESS WHEREOF, the undersigned represents that the Board has authorized the undersigned to execute this written consent on behalf of the Corporation as of the date above first written.

Bloomington Court, LLC
Boynton Beach Mall, LLC
Chautauqua Mall, LLC
Chesapeake Center, LLC
Chesapeake Theater, LLC
CT Partners, LLC
Dare Center, LLC
Dayton Mall III, LLC
Downeast LLC
Edison Mall, LLC
Empire East, LLC
Fairfax Court Center LLC
Fairfield Town Center, LLC
Fairfield Village, LLC
Keystone Shoppes, LLC
KI-Henderson Square Associates, LLC
KI-Whitemak Associates, LLC
Lakeview Plaza (Orland), LLC
Lima Center, LLC
Lincoln Crossing, LLC
Lindale Mall, LLC
Mall at Cottonwood II LLC
Mall at Great Lakes, LLC
Mall at Lake Plaza, LLC
Mall at Lima, LLC
Mall at Longview, LLC
Mall at Irving, LLC
Maplewood Mall, LLC
Martinsville Plaza, LLC
Melbourne Square, LLC
MFC Beavercreek, LLC
Morgantown Mall LLC
Northwoods Ravine, LLC
Northwoods Shopping Center, LLC

Orange Park Mall, LLC
Paddock Mall, LLC
Plaza at Buckland Hills, LLC
Plaza at Countryside, LLC
Plaza at Northwood, LLC
Plaza at Tippecanoe, LLC
Richardson Square, LLC
Rockaway Town Court, LLC
Rockaway Town Plaza, LLC
Rolling Oaks Mall, LLC
Royal Eagle Plaza, LLC
Royal Eagle Plaza II, LLC
Shops at Northeast Mall, LLC
Simon MV, LLC
SM Mesa Mall, LLC
Southern Park Mall, LLC
St. Charles Towne Plaza, LLC
Sunland Park Mall, LLC
The Outlet Collection LLC
Town Center at Aurora II LLC
University Park Mall CC, LLC
University Town Plaza, LLC
Villages at MacGregor, LLC
Village Park Plaza, LLC
WPG Management Associates, Inc.
Washington Plaza, LLC
Washington Prime Management Associates, LLC
Westshore Plaza II LLC
WPG Northtown Venture, LLC
WPG Rockaway Commons, LLC
WPG Westshore, LLC
WPG Wolf Ranch, LLC
WTM Stockton, LLC

By: Washington Prime Group, L.P., an Indiana limited partnership, as their sole member


By: Washington Prime Group Inc., an Indiana corporation, its sole member

By: 
Mark E. Yale
Executive Vice President and Chief
Financial Officer

IN WITNESS WHEREOF, the undersigned represents that the Board has authorized the undersigned to execute this written consent on behalf of the Corporation as of the date above first written.

Clay Terrace Partners, LLC

By: CT Partners, LLC, an Indiana limited liability company, a member

By: 

Mark E. Yale
Executive Vice President and Chief
Financial Officer

IN WITNESS WHEREOF, the undersigned represents that the Board has authorized the undersigned to execute this written consent on behalf of the Corporation as of the date above first written.

Greenwood Plus Center, LLC
Markland Plaza, LLC

By: St. Charles Towne Plaza, LLC, a Delaware
limited liability company, as their sole member

By: 

Mark E. Yale
Executive Vice President and Chief
Financial Officer

IN WITNESS WHEREOF, the undersigned represents that the Board has authorized the undersigned to execute this written consent on behalf of the Corporation as of the date above first written.

Markland Fee Owner LLC
Markland Mall, LLC

By: Bowie Mall Company, LLC, a Delaware
limited liability company, as their sole member

By: 


Mark E. Yale
Executive Vice President and Chief
Financial Officer

IN WITNESS WHEREOF, the undersigned represents that the Board has authorized the undersigned to execute this written consent on behalf of the Corporation as of the date above first written.

KI-Henderson Square Associates, L.P.


By: Washington Prime Group, L.P., an Indiana limited partnership, as its sole limited partner

By: Washington Prime Group Inc., an Indiana corporation, its sole general partner

By: 
Mark E. Yale
Executive Vice President and
Chief Financial Officer

AND

By: KI-Henderson Square Associates, LLC, a Pennsylvania limited liability company, its sole general partner


By: 
Mark E. Yale
Executive Vice President and Chief
Financial Officer

IN WITNESS WHEREOF, the undersigned represents that the Board has authorized the undersigned to execute this written consent on behalf of the Corporation as of the date above first written.

Whitemak Associates


By: Washington Prime Group, L.P., an Indiana limited partnership, as its sole limited partner

By: Washington Prime Group Inc., an Indiana corporation, its sole general partner

By: 
Mark E. Yale
Executive Vice President and
Chief Financial Officer

AND


By: KI-Whitemak Associates, LLC, a Pennsylvania limited liability company, as its sole general partner

By: 
Mark E. Yale
Executive Vice President and Chief
Financial Officer

IN WITNESS WHEREOF, the undersigned represents that the Board has authorized the undersigned to execute this written consent on behalf of the Corporation as of the date above first written.

Mall at Jefferson Valley, LLC
Southern Hills Mall LLC


By: Jefferson Valley Center LLC, a Delaware
limited liability company, as their sole member

By: 
Mark E. Yale
Executive Vice President and Chief
Financial Officer

IN WITNESS WHEREOF, the undersigned represents that the Board has authorized the undersigned to execute this written consent on behalf of the Corporation as of the date above first written.

Coral Springs Joint Venture


By: Royal Eagle Plaza II LLC, a Delaware limited liability company, a general partner

By: 

Mark E. Yale
Executive Vice President and Chief
Financial Officer

AND

By: Royal Eagle Plaza LLC, a Delaware limited liability company, a general partner


By: 

Mark E. Yale
Executive Vice President and Chief
Financial Officer

IN WITNESS WHEREOF, the undersigned represents that the Board has authorized the undersigned to execute this written consent on behalf of the Corporation as of the date above first written.

**MSA/PSI Altamonte Limited Partnership
MSA/PSI Ocala Limited Partnership**


By: Simon MV, LLC, a Delaware limited liability company, as their limited partner

By: 
Mark E. Yale
Executive Vice President and Chief
Financial Officer

AND

By: Washington Prime Group, L.P., an Indiana limited partnership, as their general partner

By: Washington Prime Group Inc., an Indiana corporation, its sole general partner

By: 
Mark E. Yale
Executive Vice President and Chief
Financial Officer


IN WITNESS WHEREOF, the undersigned represents that the Board has authorized the undersigned to execute this written consent on behalf of the Corporation as of the date above first written.

C.C. Ocala Joint Venture

By: MSA/PSI Ocala Limited Partnership, an
Indiana limited partnership, a general partner

By: Washington Prime Group, L.P., an
Indiana limited partnership, a general
partner


By: Washington Prime Group Inc., an
Indiana corporation, its general
partner

By: 
Mark E. Yale
Executive Vice President and
Chief Financial Officer

AND

By: Washington Prime Group, L.P., an Indiana
limited partnership, a general partner

By: Washington Prime Group Inc., an Indiana
corporation, its general partner

By: 
Mark E. Yale
Executive Vice President and
Chief Financial Officer


IN WITNESS WHEREOF, the undersigned represents that the Board has authorized the undersigned to execute this written consent on behalf of the Corporation as of the date above first written.

Gaitway Plaza, LLC

By: C.C. Ocala Joint Venture, an Indiana general partnership, as its sole member


By: Washington Prime Group, L.P., an Indiana limited partnership, a general partner

By: Washington Prime Group Inc., an Indiana corporation, its sole general partner

By: 
Mark E. Yale
Executive Vice President and
Chief Financial Officer

AND

By: Washington Prime Group Inc., an Indiana corporation, a general partner

By: 
Mark E. Yale
Executive Vice President and Chief
Financial Officer


IN WITNESS WHEREOF, the undersigned represents that the Board has authorized the undersigned to execute this written consent on behalf of the Corporation as of the date above first written.

C.C. Altamonte Joint Venture

By: MSA/PSI Altamonte Limited Partnership, an
Indiana limited partnership


By: Washington Prime Group, L.P., an
Indiana limited partnership, a general
partner

By: Washington Prime Group Inc., an
Indiana corporation, its sole general
partner

By: 
Mark E. Yale
Executive Vice President and
Chief Financial Officer

AND

By: Washington Prime Group Inc., an Indiana
corporation, a general partner

By: 
Mark E. Yale
Executive Vice President and Chief Financial
Officer


IN WITNESS WHEREOF, the undersigned represents that the Board has authorized the undersigned to execute this written consent on behalf of the Corporation as of the date above first written.

C.C. Westland Joint Venture

By: MSA/PSI Westland Limited Partnership, an
Indiana limited partnership, its managing
general partner


By: Washington Prime Group, L.P., an
Indiana limited partnership, a general
partner

By: Washington Prime Group Inc., an
Indiana corporation, its sole general
partner

By: 
Mark E. Yale
Executive Vice President and
Chief Financial Officer

AND

By: Washington Prime Group Inc., an Indiana
corporation, a general partner

By: 
Mark E. Yale
Executive Vice President and
Chief Financial Officer


IN WITNESS WHEREOF, the undersigned represents that the Board has authorized the undersigned to execute this written consent on behalf of the Corporation as of the date above first written.

West Town Corners, LLC

By: C.C. Altamonte Joint Venture, an Indiana
general partnership, as its sole member


By: Washington Prime Group, L.P., an
Indiana limited partnership, a general
partner

By: Washington Prime Group Inc., an
Indiana corporation, its sole general
partner

By: 
Mark E. Yale
Executive Vice President and
Chief Financial Officer

AND


By: Washington Prime Group Inc., an Indiana
corporation, a general partner

By: 
Mark E. Yale
Executive Vice President and Chief
Financial Officer

IN WITNESS WHEREOF, the undersigned represents that the Board has authorized the undersigned to execute this written consent on behalf of the Corporation as of the date above first written.

Washington Prime Property Limited Partnership

By: Washington Prime Properties, LLC, a Delaware limited liability company, as its sole general partner

By: 
Mark E. Yale
Executive Vice President and Chief
Financial Officer

AND

By: WPG Subsidiary Holdings I, LLC, a Maryland limited liability company, as its sole limited partner


By: 
Mark E. Yale
Executive Vice President and Chief
Financial Officer

EXHIBIT A

WASHINGTON PRIME GROUP INC.,
an Indiana corporation

DOWNEAST LLC, a Delaware limited liability company

WASHINGTON PRIME GROUP, L.P.,
an Indiana limited partnership

EDISON MALL, LLC, an Indiana limited liability company

BLOOMINGDALE COURT, LLC, a
Delaware limited liability company

EMPIRE EAST, LLC, a Delaware limited liability company

BOWIE MALL COMPANY, LLC, a
Delaware limited liability company

FAIRFAX COURT CENTER LLC, a
Delaware limited liability company

BOYNTON BEACH MALL, LLC, an
Indiana limited liability company

FAIRFIELD TOWN CENTER, LLC, an
Indiana limited liability company

C.C. ALTAMONTE JOINT VENTURE,
an Indiana general partnership

FAIRFIELD VILLAGE, LLC, a Delaware limited liability company

C.C. OCALA JOINT VENTURE, an
Indiana general partnership

GAITWAY PLAZA, LLC, a Delaware limited liability company

C.C. WESTLAND JOINT VENTURE, an
Indiana general partnership

GREENWOOD PLUS CENTER, LLC,
an Indiana limited liability company

CHAUTAUQUA MALL, LLC, an Indiana limited liability company

JEFFERSON VALLEY CENTER LLC,
an Indiana limited liability company

CHESAPEAKE CENTER, LLC, an
Indiana limited liability company

KEYSTONE SHOPPES, LLC, an Indiana limited liability company

CHESAPEAKE THEATER, LLC, a
Delaware limited liability company

KI-HENDERSON SQUARE ASSOCIATES, LLC, a Pennsylvania limited liability company

CLAY TERRACE PARTNERS, LLC, a
Delaware limited liability company

KI-HENDERSON SQUARE ASSOCIATES, L.P., a Pennsylvania limited partnership

CORAL SPRINGS JOINT VENTURE,
an Indiana general partnership

KI-WHITEMAK ASSOCIATES, LLC, a
Pennsylvania limited liability company

CT PARTNERS, LLC, an Indiana limited liability company

LAKEVIEW PLAZA (ORLAND), LLC, a
Delaware limited liability company

DARE CENTER, LLC, an Indiana limited liability company

LIMA CENTER, LLC, an Indiana limited liability company

DAYTON MALL III LLC, a Delaware limited liability company

LINCOLN CROSSING, LLC, an Indiana limited liability company

LINDALE MALL, LLC, a Delaware limited liability company

MALL AT COTTONWOOD II LLC, a Delaware limited liability company

MALL AT GREAT LAKES, LLC, a Delaware limited liability company

MALL AT IRVING, LLC, an Indiana limited liability company

MALL AT JEFFERSON VALLEY, LLC, an Indiana limited liability company

MALL AT LAKE PLAZA, LLC, an Indiana limited liability company

MALL AT LIMA, LLC, an Indiana limited liability company

MALL AT LONGVIEW, LLC, an Indiana limited liability company

MAPLEWOOD MALL, LLC, an Indiana limited liability company

MARKLAND FEE OWNER LLC, a Delaware limited liability company

MARKLAND MALL, LLC, a Delaware limited liability company

MARKLAND PLAZA, LLC, an Indiana limited liability company

MARTINSVILLE PLAZA, LLC, an Indiana limited liability company

MELBOURNE SQUARE, LLC, an Indiana limited liability company

MFC BEAVERCREEK, LLC, a Delaware limited liability company

MORGANTOWN MALL LLC, a Delaware limited liability company

MSA/PSI ALTAMONTE LIMITED PARTNERSHIP, an Indiana limited partnership

MSA/PSI OCALA LIMITED PARTNERSHIP, an Indiana limited partnership

NORTHWOODS RAVINE, LLC, a Delaware limited liability company

NORTHWOODS SHOPPING CENTER, LLC, an Indiana limited liability company

ORANGE PARK MALL, LLC, an Indiana limited liability company

PADDOCK MALL, LLC, an Indiana limited liability company

PLAZA AT BUCKLAND HILLS, LLC, a Delaware limited liability company

PLAZA AT COUNTRYSIDE, LLC, an Indiana limited liability company

PLAZA AT NORTHWOOD, LLC, an Indiana limited liability company

PLAZA AT TIPPECANOE, LLC, an Indiana limited liability company

RICHARDSON SQUARE, LLC, an Indiana limited liability company

ROCKAWAY TOWN COURT, LLC, an Indiana limited liability company

ROCKAWAY TOWN PLAZA, LLC, an Indiana limited liability company

ROLLING OAKS MALL, LLC, a Delaware limited liability company

ROYAL EAGLE PLAZA LLC, a Delaware limited liability company

ROYAL EAGLE PLAZA II LLC, a
Delaware limited liability company

SHOPS AT NORTHEAST MALL, LLC,
an Indiana limited liability company

SIMON MV, LLC, a Delaware limited
liability company

SM MESA MALL, LLC, a Delaware
limited liability company

SOUTHERN HILLS MALL LLC, a
Delaware limited liability company

SOUTHERN PARK MALL, LLC, an
Indiana limited liability company

ST. CHARLES TOWNE PLAZA, LLC, a
Delaware limited liability company

SUNLAND PARK MALL, LLC, an
Indiana limited liability company

THE OUTLET COLLECTION LLC, a
Delaware limited liability company

TOWN CENTER AT AURORA II LLC,
a Delaware limited liability company

UNIVERSITY PARK MALL CC, LLC, a
Delaware limited liability company

UNIVERSITY TOWN PLAZA, LLC, an
Indiana limited liability company

VILLAGE PARK PLAZA, LLC, a
Delaware limited liability company

VILLAGES AT MACGREGOR, LLC, an
Indiana limited liability company

WASHINGTON PLAZA, LLC, an Indiana
limited liability company

**WASHINGTON PRIME
MANAGEMENT ASSOCIATES, LLC**,
an Indiana limited liability company

**WASHINGTON PRIME PROPERTY
LIMITED PARTNERSHIP**, a Delaware
limited partnership

WEST TOWN CORNERS, LLC, a
Delaware limited liability company

WESTSHORE PLAZA II LLC, a
Delaware limited liability company

WHITEMAK ASSOCIATES, a
Pennsylvania limited partnership

**WPG MANAGEMENT ASSOCIATES,
INC.**, an Indiana corporation

WPG NORTHTOWN VENTURE LLC, a
Delaware limited liability company

WPG ROCKAWAY COMMONS, LLC,
an Indiana limited liability company

WPG WESTSHORE, LLC, a Delaware
limited liability company

WPG WOLF RANCH, LLC, an Indiana
limited liability company

WTM STOCKTON, LLC, a Delaware
corporation

EXHIBIT B

WPG WOLF RANCH, LLC, an Indiana limited liability company

BLOOMINGDALE COURT, LLC, a Delaware limited liability company

WPG ROCKAWAY COMMONS, LLC, an Indiana limited liability company

SHOPS AT NORTHEAST MALL, LLC, an Indiana limited liability company

VILLAGE PARK PLAZA, LLC, a Delaware limited liability company

PLAZA AT BUCKLAND HILLS, LLC, a Delaware limited liability company

LAKEVIEW PLAZA (ORLAND), LLC, a Delaware limited liability company

FAIRFIELD TOWN CENTER, LLC, an Indiana limited liability company

EMPIRE EAST, LLC, a Delaware limited liability company

PLAZA AT COUNTRYSIDE, LLC, an Indiana limited liability company

CHESAPEAKE CENTER, LLC, an Indiana limited liability company

RICHARDSON SQUARE, LLC, an Indiana limited liability company

UNIVERSITY PARK MALL CC, LLC, a Delaware limited liability company

KEYSTONE SHOPPES, LLC, an Indiana limited liability company

LINCOLN CROSSING, LLC, an Indiana limited liability company

PLAZA AT NORTHWOOD, LLC, an Indiana limited liability company

MALL AT LAKE PLAZA, LLC, an Indiana limited liability company

ORANGE PARK MALL, LLC, an Indiana limited liability company

THE OUTLET COLLECTION LLC, a Delaware limited liability company

WPG WESTSHORE, LLC, a Delaware limited liability company

PADDOCK MALL, LLC, an Indiana limited liability company

SM MESA MALL, LLC, a Delaware limited liability company

SIMON MV, LLC, a Delaware limited liability company

ST. CHARLES TOWNE PLAZA, LLC, a Delaware limited liability company

CT PARTNERS, LLC, an Indiana limited liability company

WPG NORTHTOWN VENTURE LLC, a Delaware limited liability company

KI-HENDERSON SQUARE ASSOCIATES, LLC, a Pennsylvania limited liability company

KI-HENDERSON SQUARE ASSOCIATES, L.P., a Pennsylvania limited partnership

GREENWOOD PLUS CENTER, LLC, an Indiana limited liability company

MARKLAND PLAZA, LLC, an Indiana limited liability company

CLAY TERRACE PARTNERS, LLC, a Delaware limited liability company

WASHINGTON PRIME PROPERTY LIMITED PARTNERSHIP, a Delaware limited partnership

C.C. OCALA JOINT VENTURE, an Indiana general partnership

GAITWAY PLAZA, LLC, a Delaware limited liability company

C.C. ALTAMONTE JOINT VENTURE, an Indiana general partnership

WEST TOWN CORNERS, LLC, a Delaware limited liability company

BOWIE MALL COMPANY, LLC, a Delaware limited liability company

MSA/PSI ALTAMONTE LIMITED PARTNERSHIP, an Indiana limited partnership

MSA/PSI OCALA LIMITED PARTNERSHIP, an Indiana limited partnership

BOYNTON BEACH MALL, LLC, an Indiana limited liability company

C.C. WESTLAND JOINT VENTURE, an Indiana general partnership

CHAUTAUQUA MALL, LLC, an Indiana limited liability company

CHESAPEAKE THEATER, LLC, a Delaware limited liability company

CORAL SPRINGS JOINT VENTURE, an Indiana general partnership

DARE CENTER, LLC, an Indiana limited liability company

DAYTON MALL III LLC, a Delaware limited liability company

DOWNEAST LLC, a Delaware limited liability company

EDISON MALL, LLC, an Indiana limited liability company

FAIRFAX COURT CENTER LLC, a Delaware limited liability company

FAIRFIELD VILLAGE, LLC, a Delaware limited liability company

MALL AT LIMA, LLC, an Indiana limited liability company

LIMA CENTER, LLC, an Indiana limited liability company

LINDALE MALL, LLC, a Delaware limited liability company

MALL AT COTTONWOOD II LLC, a Delaware limited liability company

MALL AT GREAT LAKES, LLC, a Delaware limited liability company

MALL AT IRVING, LLC, an Indiana limited liability company

MALL AT JEFFERSON VALLEY, LLC, an Indiana limited liability company

MALL AT LONGVIEW, LLC, an Indiana limited liability company

MAPLEWOOD MALL, LLC, an Indiana limited liability company

MARKLAND FEE OWNER LLC, a Delaware limited liability company

MARKLAND MALL, LLC, a Delaware limited liability company

MARTINSVILLE PLAZA, LLC, an Indiana limited liability company

MELBOURNE SQUARE, LLC, an
Indiana limited liability company

MFC BEAVERCREEK, LLC, a Delaware
limited liability company

MORGANTOWN MALL LLC, a
Delaware limited liability company

NORTHWOODS RAVINE, LLC, a
Delaware limited liability company

**NORTHWOODS SHOPPING CENTER,
LLC**, an Indiana limited liability company

PLAZA AT TIPPECANOE, LLC, an
Indiana limited liability company

ROCKAWAY TOWN COURT, LLC, an
Indiana limited liability company

ROCKAWAY TOWN PLAZA, LLC, an
Indiana limited liability company

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Delaware limited liability company

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Delaware limited liability company

SOUTHERN PARK MALL, LLC, an
Indiana limited liability company

SUNLAND PARK MALL, LLC, an
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